

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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BANK OF THE WEST,

Plaintiff,

-against-

THE SAILING YACHT "SERENDIPITY," HER MAST,
SAILS, RIGGING, ENGINE, ANCHORS, FURNITURE,
EQUIPMENT, AND OTHER APPURTENANCES, IN REM,

-and-

ST. JOSEPH'S BOATWORKS INC., d/b/a SAG HARBOR
YACHT YARD, AND THOMAS G. BALDWIN, JR., IN
PERSONAM,

Defendants.
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ORDER

11-CV-4139 (ADS) (ETB)

APPEARANCES:

Law Office of Jonathan A. Chase

Attorney for the Plaintiff

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Cornwall on Hudson, NY 12520

By: Jonathan A. Chase, Esq., Of Counsel

Mavronicolas PC

Attorney for the Defendant St. Joseph's Boatworks, Inc.

950 Third Avenue

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New York, NY 10021

By: Anthony J. Mavronicolas, Esq., Of Counsel

NO APPEARANCE:

*The Sailing Yacht Serendipity, her masts, sails, rigging, engines, anchors, furniture, equipment
and other appurtenances, in rem*

Thomas G. Baldwin, Jr., in personam

SPATT, District Judge.

On August 25, 2011, the Plaintiff Bank of the West (“the Plaintiff”) commenced this action against the Defendants the Sailing Yacht Serendipity, her masts, sails, rigging, engines, anchors, furniture, equipment and other appurtenances, in rem (“the Serendipity”); St. Joseph’s Boatworks, Inc., d/b/a Sag Harbor Yacht Yard (“St. Joseph Boatworks”); and Thomas G. Baldwin, Jr., in personam (“Baldwin,” and collectively “the Defendants”). The Plaintiff invoked the admiralty jurisdiction of this Court, pursuant to 28 U.S.C. § 1333, and sought to enforce a federal preferred mortgage lien upon a vessel, among other relief. On September 7, 2011, St. Joseph Boatworks filed a cross-claim against Baldwin, seeking \$68,000 in damages for services rendered to the Serendipity, which was Baldwin’s sailboat. On January 27, 2012, the Clerk of the Court noted the default of Baldwin and on April 5, 2012, St. Joseph Boatworks moved for a default judgment against Baldwin. On May 11, 2012, this Court referred the matter to United States Magistrate Judge E. Thomas Boyle for a recommendation as to whether the motion for a default judgment should be granted, and if so, whether damages should be awarded, including reasonable attorneys’ fees and costs.

On January 17, 2013, Judge Boyle issued a Report and Recommendation (the “Report”) recommending that the Court award St. Joseph Boatworks the following: (1) a default judgment against Baldwin; (2) \$86,465.00 in damages and (3) attorneys’ fees and costs in the sum of \$44,159.39, for a total award of \$130,624.39. (Report at 7.) To date, there have been no objections filed to the Report.

In reviewing a report and recommendation, a court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. §636(b)(1)(C). “To accept the report and recommendation of a magistrate, to which no timely

objection has been made, a district court need only satisfy itself that there is no clear error on the face of the record.” Wilds v. United Parcel Serv., 262 F. Supp. 2d 163, 169 (S.D.N.Y. 2003) (citing Nelson v. Smith, 618 F. Supp. 1186, 1189 (S.D.N.Y. 1985)). The Court has reviewed Judge Boyle’s Report and finds it to be persuasive and without any legal or factual errors. There being no objection to Judge Boyle’s Report, it is hereby

ORDERED, that Judge Boyle’s Report and Recommendation is adopted in its entirety. The Court grants St. Joseph Boatworks’ motion for a default judgment against Baldwin. In addition, the Court awards St. Joseph Boatworks: (1) \$86,465.00 in damages and (2) attorneys’ fees and costs in the amount of \$44,159.39, for a total award of \$130,624.39; and it is further

ORDERED, that the Clerk of the Court is directed to enter judgment in favor of St. Joseph Boatworks as set forth above.

SO ORDERED.

Dated: Central Islip, New York
February 28, 2013

/s/ Arthur D. Spatt
ARTHUR D. SPATT
United States District Judge